

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION AT COLUMBUS

RANJIT RASAILY	:	Case No.
Plaintiff	:	Judge
vs.	:	
EMPIRE FIRE AND MARINE INS. CO.	:	NOTICE OF REMOVAL
AND	:	
EMPIRE INDEMNITY INSURANCE CO.	:	
AND	:	
ENTERPRISE HOLDINGS, INC.	:	
Defendants	:	

Please take notice that pursuant to the provisions of 28 U.S.C. §§ 1332, 1441 and 1446, the Defendants, Empire Fire and Marine Ins. Co. and Empire Indemnity Insurance Co., ("Empire"), give notice of removal of Case No. 17-CV-001398, pending in the Franklin County Ohio Court of Common Pleas, to the United States District Court for the Southern District of Ohio Eastern Division at Columbus. In support of its Notice of Removal, Empire states as follows:

1. On or about February 8, 2017, Plaintiff, Ranjit Rasaily commenced an action against Empire Fire and Marine Ins. Co., Empire Indemnity Insurance Co., and Enterprise Holdings, Inc. *entitled Ranjit Rasaily, Plaintiff vs. Empire Fire and Marine Ins. Co., Empire Indemnity Insurance Co., and Enterprise Holdings, Inc.*, Case No. 17-CV-001398 in the Franklin County, Ohio Court of Common Pleas.

2. Empire was served with the Summons and Complaint on February 10, 2017.

3. This Notice of Removal is timely pursuant to 28 U.S.C. §1446(b) in that it was filed within thirty (30) days of receipt of a copy of another paper from which it was first ascertained that the case is one which is removable.

4. The Franklin County, Ohio Court of Common Pleas is located within the Southern District of Ohio, Eastern Division at Columbus.

5. Pursuant to 28 U.S.C. §1446(a), a copy of all process, pleadings, and orders served upon Empire are attached hereto as Exhibit A.

6. This Court has original jurisdiction under 28 U.S.C. §1332 and §1441. Therefore, this action is removable to this Court on that basis given:

a. On information and belief, at the time of the commencement of this action and all times thereafter, the Plaintiff Ranjit Rasaily was and is a resident of Franklin County, Ohio.

b. On information and belief, at the time of the commencement of this action and all times thereafter, the Defendant, Empire Fire and Marine Insurance Company was and is a Nebraska corporation engaged in the insurance business with a statutory home office located at 13810 FNB Parkway, Omaha, Nebraska 68154 and its principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196.

c. On information and belief, at the time of the commencement of this action and all times thereafter, the Defendant, Empire Indemnity Insurance Company was and is an Oklahoma corporation engaged in the insurance business with a statutory home

office located at 630 N.E. 63<sup>rd</sup> Street, Oklahoma City, Oklahoma 73105 and its principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196.

d. On information and belief, at the time of the commencement of this action and all times thereafter, the Defendant, Enterprise Holdings, Inc., was and is a Missouri corporation engaged in the rental business with a statutory home office located at 600 Corporate Park Drive, St. Louis, MO, and its principal place of business located at the same address.

e. The Plaintiff's claim substantially exceeds \$75,000.00, exclusive of interest and costs, and therefore, the amount in controversy is met.

7. Pursuant to 28 U.S.C. §1446(d), written notice of the filing of this Notice of Removal will be filed with the Franklin County Ohio Court of Common Pleas.

8. Nothing in this Notice of Removal shall be interpreted as a waiver or relinquishment of Empire's rights to assert any defense or affirmative matter.

/s/ Jay R. Langenbahn

JAY R. LANGENBAHN 0009460

MATTHEW A. MIKHAIL 0090993

**LINDHORST & DREIDAME CO., L.P.A.**

Attorneys for Defendant, Empire Fire and

Marine Insurance Company and

Empire Indemnity Insurance Co.

312 Walnut Street, Suite 3100

Cincinnati, Ohio 45202

Telephone: (513) 421-6630

Facsimile: (513) 421-0212

Email: [jlangenbahn@lindhorstlaw.com](mailto:jlangenbahn@lindhorstlaw.com)

[mmikhail@lindhorstlaw.com](mailto:mmikhail@lindhorstlaw.com)

**CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of March, 2017, a copy of the foregoing was electronically filed using the CM/ECF System, which will send electronic notification of filing to the following:

David A. Goldstein  
David A. Goldstein Co., LPA  
511 S. High Street, Suite 200  
Columbus, OH 43215  
[dgoldstein@dgoldsteinlaw.com](mailto:dgoldstein@dgoldsteinlaw.com)  
Attorney for Plaintiff

/s/ Jay R. Langenbahn

Jay R. Langenbahn

# **EXHIBIT A**

COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

RANJIT RASAILY	:	Case No. 17 CV 001398
Plaintiff	:	Judge Jeffrey M. Brown
vs.	:	
EMPIRE FIRE AND MARINE INS. CO.	:	NOTICE OF REMOVAL
AND	:	
EMPIRE INDEMNITY INSURANCE CO.	:	
AND	:	
ENTERPRISE HOLDINGS, INC.	:	
Defendants	:	

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1. On or about February 8, 2017, Plaintiff, Ranjit Rasaily commenced an action against Empire Fire and Marine Ins. Co., Empire Indemnity Insurance Co., and Enterprise Holdings, Inc. *entitled Ranjit Rasaily, Plaintiff vs. Empire Fire and Marine Ins. Co., Empire Indemnity Insurance Co., and Enterprise Holdings, Inc.*, Case No. 17-CV-001398 in the Franklin County, Ohio Court of Common Pleas.

2. Empire was served with the Summons and Complaint on February 10, 2017.

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5. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon Empire are attached hereto as Exhibit A.

6. This Court has original jurisdiction under 28 U.S.C. § 1332 and 1441. Therefore, this action is removable to this Court on that basis given:

a. On information and belief, at the time of the commencement of this action and all times thereafter, the Plaintiff Ranjit Rasaily is a resident of Franklin County, Ohio. Kentucky.

b. On information and belief, at the time of the commencement of this action and all times thereafter, the Defendant, Empire Fire and Marine Insurance Company was and is a Nebraska corporation engaged in the insurance business with a statutory home office located at 13810 FNB Parkway, Omaha, Nebraska 68154 and its principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196.

c. On information and belief, at the time of the commencement of this action and all times thereafter, the Defendant, Empire Indemnity Insurance Company was and is an Oklahoma corporation engaged in the insurance business with a statutory home

office located at 630 N.E. 63<sup>rd</sup> Street, Oklahoma City, Oklahoma 73105 and its principal place of business located at 1400 American Lane, Schaumburg, Illinois 60196.

d. On information and belief, at the time of the commencement of this action and all times thereafter, the Defendant, Enterprise Holdings, Inc., was and is a Missouri corporation engaged in the rental business with a statutory home office located at 600 Corporate Park Drive, St. Louis, MO, and its principal place of business located at the same address.

e. The Plaintiff's claims substantially exceeds \$75,000.00, exclusive of interest and costs, and therefore, the amount in controversy is met.

7. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice of Removal will be filed with the Franklin County Ohio Court of Common Pleas.

8. Nothing in this Notice of Removal shall be interpreted as a waiver or relinquishment of Empire's rights to assert any defense or affirmative matter.

/s/ Jay R. Langenbahn

JAY R. LANGENBAHN 0009460

MATTHEW A. MIKHAIL 0090993

**LINDHORST & DREIDAME CO., L.P.A.**

Attorneys for Defendant, Empire Fire and

Marine Insurance Company and

Empire Indemnity Insurance Co.

312 Walnut Street, Suite 3100

Cincinnati, Ohio 45202

Telephone: (513) 421-6630

Facsimile: (513) 421-0212

Email: [jlangenbahn@lindhorstlaw.com](mailto:jlangenbahn@lindhorstlaw.com)

[mmikhail@lindhorstlaw.com](mailto:mmikhail@lindhorstlaw.com)



**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing has been transmitted by electronic mail this 6<sup>th</sup> day of March, 2017 upon the following:

David A. Goldstein  
David A. Goldstein Co., L.P.A.  
511 S. High Street, Suite 200  
Columbus, OH 43215  
Attorneys for Plaintiff  
E-mail: [dgoldstein@dgoldsteinlaw.com](mailto:dgoldstein@dgoldsteinlaw.com)

/s/ Jay R. Langenbahn  
Jay R. Langenbahn

MARYELLEN O'SHAUGHNESSY

FRANKLIN COUNTY CLERK OF COURTS  
GENERAL DIVISION, COURT OF COMMON PLEAS

JEFFREY M BROWN

CASE TITLE: RANJIT RASAILY -VS- EMPIRE FIRE & MARINE  
INSURANCE CO ET AL

CASE NUMBER: 17CV001398

CLERK'S ORIGINAL CASE SCHEDULE

LATEST TIME OF  
OCCURRENCE

CASE FILED	02/08/17
INITIAL STATUS CONFERENCE	*****
INITIAL JOINT DISCLOSURE OF ALL WITNESSES	06/28/17
SUPPLEMENTAL JOINT DISCLOSURE OF ALL WITNESSES	08/23/17
TRIAL CONFIRMATION DATE	09/06/17
DISPOSITIVE MOTIONS	11/15/17
DISCOVERY CUT-OFF	11/29/17
DECISIONS ON MOTIONS	01/10/18
FINAL PRE-TRIAL CONFERENCE/ORDER (OR BOTH)	01/24/18 0930AM
TRIAL ASSIGNMENT	02/14/18 1030AM

IN THE COURT OF COMMON PLEAS  
FRANKLIN COUNTY, OHIO

RANJIT RASAILY	)	CASE NO:
3385 Greenwich Street	)	
Columbus, Ohio 43224	)	
	)	JUDGE:
Plaintiff	)	(Designated as "H" by counsel)
	)	
vs.	)	<b><u>COMPLAINT FOR BREACH OF</u></b>
	)	<b><u>CONTRACT, BAD FAITH AND MONEY</u></b>
EMPIRE FIRE AND MARINE INS. CO.	)	<b><u>DAMAGES, INCLUDING PUNITIVE</u></b>
13810 FNB Parkway	)	<b><u>AND DECLARATORY JUDGMENT</u></b>
Omaha, Nebraska 68154-5202	)	
	)	
and	)	
	)	<b><u>(JURY DEMAND ENDORSED HEREON)</u></b>
EMPIRE INDEMNITY INSURANCE CO.	)	
13810 FNB Parkway	)	
Omaha, Nebraska 68154-5202	)	
	)	
and	)	
	)	
ENTERPRISE HOLDINGS INC.	)	
600 Corporate Park Drive	)	
St. Louis, MO 63105	)	
	)	
Defendants.		

Plaintiff, Ranjit Rasaily for his Complaint states as follows:

**COUNT ONE-DECLARATORY RELIEF**

1. Plaintiff is an individual who resides in Franklin County, Ohio whose rights may be affected by the within action.

2. Defendants Empire Fire and Marine Insurance Company and Empire Indemnity Insurance Company (hereinafter referred to as "Defendants") are insurance companies, parent companies, subsidiary or sister companies of an insurer that is authorized to issue policies of insurance and excess policies of insurance in Ohio, and conduct a business of insurance in the State

of Ohio.

3. Defendant Enterprise Holdings Inc., (hereinafter referred to as “Enterprise”) is a company that does business in Ohio and was a policyholder under a policy issued by Defendants that provided coverage to Plaintiff.

4. At all times relevant hereto, Defendants are parties whose rights may be affected by the within action.

5. Defendants issued a commercial lines policy of insurance identifying the policyholder as Enterprise under policy number RSI5525807-4, for the policy period from September 1, 2015 through September 1, 2016. (hereinafter referred to as “Policy”) A copy of the policy is too large to attach per electronic filing guidelines.

6. The Policy provided for “Supplemental Rental Liability Insurance” (hereinafter referred to as “SLI”) to the motoring public who purchased said coverage through Enterprise or its parent company, subsidiary or sister companies when renting a vehicle. Said policy is an automobile insurance policy under Ohio law.

7. Pursuant to the terms and condition of the policy, Defendants would pay all sums an insured legally must pay as damages because of bodily injury or property damage caused by an accident and resulting from the use of a covered “rental vehicle”.

8. On or before October 26, 2015, in Franklin County, Ohio, Plaintiff rented a covered “rental vehicle” from Enterprise or its parent company, subsidiary or sister company and purchased SLI insurance.

9. Plaintiff has made numerous requests for the application of insurance, payment of the insurance, what documents were provided to Plaintiff before and after he applied and paid for the insurance and all other documentation regarding the purchase of insurance from Defendants,

however Defendants have refused to provide any documentation.

10. Plaintiff purchased SLI coverage with the understanding it would provide coverage to him and others for a loss.

11. On October 26, 2015, Plaintiff negligently operated the "rental vehicle" and as a direct and proximate result of his negligence Plaintiff's mother, who was a passenger in the "rental vehicle" died (hereinafter referred to as "accident").

12. At the time of the accident, Plaintiff had a personal policy of insurance which only provided coverage in the amount of \$50,000.00 for bodily injury which has been tendered to the Estate of Plaintiff's mother.

13. At all relevant times hereto, Plaintiff was a named insured under the insurance policy with Defendants.

14. At all relevant times hereto, the vehicle Plaintiff was operating at the time of the accident was a covered "rental vehicle" under the insurance policy.

15. The Estate of Plaintiff's mother has made demands upon Plaintiff, pursuant to Ohio's wrongful death statute, Ohio Revised Chapter 2125, seeking monies in excess of \$25,000.00 subjecting Plaintiff to financial harm with the likelihood Plaintiff will declare bankruptcy if a judgment is obtained against him.

16. Plaintiff has demanded coverage under the policy and Defendants have, without reasonable justification, refused to provide coverage alleging the exclusion contained under the insuring agreement excludes coverage for a loss sustained by any relative or family member of the insured who resides in the same household.

17. The exclusion is contrary to Ohio law specifically Ohio Revised Code Section 3937.46 and public policy.

18. Plaintiff bring this claim against Defendants pursuant to R.C. §2721.01 et seq. for a judgment declaring that the policy issued to Plaintiff provides coverage for the accident for the claims brought by the Estate.

19. Plaintiff has satisfied all conditions for bringing said claims against Defendants.

20. There is a controversy between Plaintiff and Defendants as to the rights and obligations of said parties under the policies of insurance, and Plaintiff is entitled to a determination construing the provisions of the policy and declaring the rights, duties and obligations of the parties.

**COUNT TWO-BAD FAITH**

21. Plaintiff hereby incorporates Paragraphs 1 through 20 of the Complaint above as if rewritten in their entirety.

22. Plaintiff has made reasonable demands for coverage under the policy of insurance.

23. Defendants have wrongfully, without reasonable justification therefore and with malice, refused to recognize, adjust, investigate and provide coverage under the policy of insurance as it relates to the claims of the Estate. Said denial letter is attached hereto as Exhibit A and incorporated herein.

24. Plaintiff, by and through counsel, advised Defendants about Ohio law and Defendants response was "Our denial was based on the exclusion as well as Allstate Ins. Co. v. Eyster, 939 N.E.2d 1274(2010). Said correspondence is attached hereto as Exhibit B and incorporated herein.

25. The case cited by Defendants in support of the denial has no bearing on the instant matter as it did not involve a wrongful death claim. Said conduct establishes bad faith on the part of Defendants.

26. Defendants were informed numerous times the exclusion contained within the

policy is contrary to Ohio law however Defendants have without reasonable justification maintained its denial of coverage for the claims brought by the Estate.

27. Defendants actions constitute bad faith pursuant to the common law tort set forth in *Zoppo v. Homestead Ins. Co.* (1994), 71 Ohio St.3d 552 and *Boone v. Vanliner Ins. Co.* (2001) 91 Ohio St.3d 209.

### **COUNT THREE-PUNITIVE DAMAGES**

28. Plaintiff hereby incorporates Paragraphs 1 through 27 of the Complaint above as if rewritten in their entirety.

29. Defendants have acted with actual malice, fraud or insult entitling Plaintiff to an award of punitive damages and reasonable attorney's fees.

### **COUNT FOUR-BREACH OF CONTRACT**

30. Plaintiff hereby incorporate Paragraphs 1 through 28 of the Complaint above as if rewritten in their entirety.

31. Defendants failure to provide coverage under the policy for the claims of the Estate constitutes a breach of contract.

**WHEREFORE**, Plaintiffs demand judgment against Defendants as follows:

(1) Determining and declaring that, under the policy of insurance, Defendants is obligated to provide coverage to Plaintiff for the claims brought by the Estate up to the aforementioned limits of the policy; and

(2) Judgment against Defendants in an amount greater than \$25,000; and

(3) For punitive damages; and

(4) For reasonable attorney's fees; and

(5) For such other relief as the Court deems appropriate; and

(6) For the costs and expenses of this action.

Respectfully submitted,

/s/ David A. Goldstein

**DAVID A. GOLDSTEIN (0064461)**

DAVID A. GOLDSTEIN CO., L.P.A.

511 S. High Street

Suite 200

Columbus, Ohio 43215

(614) 222-1889

(614) 222-1899(Fax)

[dgoldstein@dgoldsteinlaw.com](mailto:dgoldstein@dgoldsteinlaw.com)

Attorney for Plaintiff

**JURY DEMAND**

Pursuant to Civil Rule 38, a trial by a jury composed of the maximum number of jurors permitted under law is hereby demanded on all issues triable of right.

/s/ David A. Goldstein

**DAVID A. GOLDSTEIN (0064461)**



0D450 - 094

Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 Feb 08 11:31 AM-17CV001398

Exhibit A



**ZURICH**

Empire Fire and Marine Insurance Company

Post Office Box 4034

Schaumburg, IL 60168-4034

Telephone: 800-228-9283

Fax: 888-515-1452

<http://www.zurichna.com>

August 25, 2016

Ranjit Rasaily  
3385 Grenwich St.  
Columbus, OH 43224-3445

RE: Our Claim No. : 4340095344  
Policyholder : Enterprise Holdings Inc.  
Underwriting Co. : Empire Fire and Marine Insurance Company  
Renter : Ranjit Rasaily  
Driver : Ranjit Rasaily  
Date of Loss : 10/26/2015

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED  
AND VIA REGULAR MAIL**

Dear Mr. Rasaily:

We have received notice of a loss as a result of an incident that occurred on October 26, 2015, in or around Lafayette County, Missouri. There may be primary auto liability coverage either through Enterprise or through your own personal auto policy that may apply to this claim.

Enterprise Holdings Inc. is the policyholder of a Supplemental Liability Insurance policy, Policy No. RSI5525807, issued by Empire Fire and Marine Insurance Company, for the policy period of September 1, 2015 to September 1, 2016, and you are now claiming benefits under said policy.

The Enterprise rental vehicle was rented to you on October 23, 2015. You elected SLP, Supplemental Liability Protection, at the time of the rental. On October 26, 2015, you were driving the rental vehicle with passengers Meg Rasaily and Sun Rasaily when you were involved in an accident. Based on the information we have received, it is our position that you do not have coverage for any claims made against you by Meg Rasaily and Sun Rasaily because claims made against you by a resident relative are excluded from coverage under the policy. Referring to the Supplemental Rental Liability Insurance Policy:

**SECTION I - LIABILITY INSURANCE**

**B. WHO IS AN INSURED**

1. Only the following are "insureds" under this policy:

a. The "Rentee" who has:

- (1) Entered into a "Rental Agreement" with the "policyholder" shown in the Declarations; and
  - (2) Elected under the "Rental Agreement" to purchase optional "Supplemental Rental Liability Insurance"; and
  - (3) Paid for optional "Supplemental Rental Liability Insurance".
- b. Additional authorized drivers whose name appear on the "Rental Agreement", where the "Rentee" has complied with the a. (1), (2), and (3) above.
2. The following are not insureds under this policy:
- c. Any driver who is not an authorized driver under the terms of the "Rental Agreement", or whose name does not appear on the "Rental Agreement".

**D. EXCLUSIONS**

In addition to the exclusions contained in the "underlying insurance", this insurance does not apply to the following:

3. Loss arising out of "bodily injury" or "property damage" sustained by any "insured" or any relative or family member of the "insured" who resides in the same household.

Referring to the Rental Agreement signed by you:

**17. Optional Supplemental Liability Protection**

**SLP Exclusions:**

For all exclusions, see the SLP policy issued by Empire Fire and Marine Insurance Company. Here are a few key exclusions:

- (b) Loss arising out of bodily injury or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household.

Referring to the Rental Agreement signed by you:

**17. Optional Supplemental Liability Protection**

**SLP Exclusions:**

For all exclusions, see the SLP policy issued by Empire Fire and Marine Insurance Company. Here are a few key exclusions:

(b) Loss arising out of bodily injury, death or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household;

It is our position that you do not have coverage for any claims made against you by Meg Rasaily and Sun Rasaily arising out of this accident because claims of a resident relative fall within the above quoted exclusion from the policy.

If you have information that would alter our coverage position in this matter, please contact Cherie Paterson at Sedgwick Claims Management Services Inc. at 216-617-2428 and refer to her claim number 158024896.

If you have any questions, please feel free to contact me at 800-261-4429 anytime Monday through Friday; 7:00 AM to 3:45 PM, Central Time.

Sincerely,

Empire Fire and Marine Insurance Company

*Sue Rudy*

Sue Rudy  
Claims Specialist III  
(402)963-5062

Cc: Cherie Paterson  
Sedgwick claims Management Services, Inc.  
Your Claim No. 158024896  
Cherie.paterson@sedgwickcms.com

Duane Heimann, Underwriter

Exhibit B

**David Goldstein**

---

**From:** Susan Rudy <sue.rudy@zurichna.com>  
**Sent:** Thursday, October 27, 2016 9:31 AM  
**To:** David Goldstein  
**Subject:** RE: 4340095344/500-16151

Mr. Goldstein, our denial of coverage was based on the information that we have received indicating that Meg Rasaily and Sun Rasaily were resident relatives of Ranjit Rasaily and our policy has the following exclusion:

3. Loss arising out of "bodily injury" or "property damage" sustained by any "insured" or any relative or family member of the "insured" who resides in the same household.

Our denial was based on the exclusion as well as Allstate Ins. Co. v. Eyster, 939 N.E.2d 1274 (2010) and our position of no coverage for the resident relatives has not changed based on the information we have to date.

If you have any other information that would indicate that our position is wrong, please provide and we will review.

Sue Rudy  
Claims Specialist III  
Zurich North America  
Empire Fire and Marine Insurance Company  
PO Box 4034  
Schaumburg, IL 60168  
402-963-5062  
888-515-1452 facsimile

---

**From:** David Goldstein [mailto:dgoldstein@dgoldsteinlaw.com]  
**Sent:** Tuesday, October 25, 2016 8:47 PM  
**To:** Susan Rudy  
**Subject:** RE: 4340095344/500-16151

Please advise are you still standing behind your denial of coverage and if so please advise as to the basis.

David A. Goldstein | David A. Goldstein Co., LPA | Direct: +1-614-222-1889 | Fax: +1-614-222-1899  
|dgoldstein@dgoldsteinlaw.com | www.dgoldsteinlaw.com | 511 S. High Street, Suite 200 | Columbus, Ohio 43215

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF THE READER OF THIS EMAIL IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO THE ABOVE EMAIL ADDRESS

---

**From:** Susan Rudy [mailto:sue.rudy@zurichna.com]  
**Sent:** Tuesday, October 25, 2016 2:33 PM  
**To:** David Goldstein <dgoldstein@dgoldsteinlaw.com>  
**Subject:** 4340095344/500-16151

Please see attached letter.

Sue Rudy  
Claims Specialist III  
Zurich North America

0D450 - 098 Franklin County Ohio Clerk of Courts of the Common Pleas- 2017 Feb 08 11:31 AM-17CV001398

Empire Fire and Marine Insurance Company  
PO Box 4034  
Schaumburg, IL 60168  
402-963-5062  
888-515-1452 facsimile

\*\*\*\*\* PLEASE NOTE \*\*\*\*\*

This message, along with any attachments, is for the designated recipient(s) only and may contain privileged, proprietary, or otherwise confidential information. If this message has reached you in error, kindly destroy it without review and notify the sender immediately. Any other use of such misdirected e-mail by you is prohibited. Where allowed by local law, electronic communications with Zurich and its affiliates, including e-mail and instant messaging (including content), may be scanned for the purposes of information security and assessment of internal compliance with company policy.

\*\*\*\*\* PLEASE NOTE \*\*\*\*\*

This message, along with any attachments, is for the designated recipient(s) only and may contain privileged, proprietary, or otherwise confidential information. If this message has reached you in error, kindly destroy it without review and notify the sender immediately. Any other use of such misdirected e-mail by you is prohibited. Where allowed by local law, electronic communications with Zurich and its affiliates, including e-mail and instant messaging (including content), may be scanned for the purposes of information security and assessment of internal compliance with company policy.

E2675 - S36

MARYELLEN O'SHAUGHNESSY

CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215  
CIVIL DIVISION

RAMJIT RASAILY  
3385 GRENWICH STREET  
COLUMBUS, OH 43224,

PLAINTIFF,

VS.

EMPIRE FIRE & MARINE INSURANCE CO  
13810 FNB PARKWAY  
OMAHA, NE 68154-5202,

17CV-02-1398

CASE NUMBER

DEFENDANT.

\*\*\*\* SUMMONS \*\*\*\*

02/08/17

TO THE FOLLOWING NAMED DEFENDANT:

ENTERPRISE HOLDINGS INC  
600 CORPORATE PARK DR  
ST LOUIS, MO 63105

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY  
COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,  
BY: RAMJIT RASAILY  
3385 GRENWICH STREET  
COLUMBUS, OH 43224,

PLAINTIFF(S).

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF  
THE PLAINTIFF'S ATTORNEY IS:

DAVID A. GOLDSTEIN  
DAVID A GOLDSTEIN CO LPA  
SUITE 200  
511 S HIGH ST  
COLUMBUS, OH 43215

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S  
ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY  
OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE  
OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER  
MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A  
COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED  
AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

MARYELLEN O'SHAUGHNESSY  
CLERK OF THE COMMON PLEAS  
FRANKLIN COUNTY, OHIO

BY: JOYCE A. BEAUMAN, DEPUTY CLERK

(CIV370-803)

FILED  
COMMON PLEAS COURT  
FRANKLIN CO, OH  
2017 FEB 10 PM 1:57  
CLERK OF COURTS-CV

E2675 - V37

FROM

MARYELLEN O'SHAUGHNESSY  
FRANKLIN COUNTY CLERK OF COURTS  
373 SOUTH HIGH STREET  
COLUMBUS, OHIO 43215-4579

CERTIFIED  
MAIL  
RECEIPT

02/09/17

FILED  
COMMON PLEAS CT  
FRANKLIN CO  
2017 FEB 10 PM 1:53  
CLERK OF COURTS-CV

ENTERPRISE HOLDINGS I  
600 CORPORATE PARK DR  
ST LOUIS, MO  
63105

17CV-02-1398 H

RANJIT RASAILY  
VS  
EMPIRE FIRE & MARINE

SERVICE ITEM: 01  
ORIGINAL SUMMONS

CERTIFIED  
NUMBER

9214890119 522802970445

CIV354



FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO

2017 FEB 27 PM 4:11

CLERK OF COURTS-CV

Date Produced: 02/20/2017

COC:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 1952 2802 9704 45. Our records indicate that this item was delivered on 02/14/2017 at 10:03 a.m in SAINT LOUIS, MO 63105. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section	
Signature	<i>Jay Carter</i>
Address	<i>Jay Carter</i>

Address of Recipient :

Address	<i>Enterprise</i>
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Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 6310517CV001398RASA



E2675 - S37

MARYELLEN O'SHAUGHNESSY

CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215  
CIVIL DIVISION

RANJIT RASAILY  
3385 GRENWICH STREET  
COLUMBUS, OH 43224,

PLAINTIFF,

VS.

EMPIRE FIRE & MARINE INSURANCE CO  
13810 FNB PARKWAY  
OMAHA, NE 68154-5202,

17CV-02-1398

CASE NUMBER

DEFENDANT.

\*\*\*\* SUMMONS \*\*\*\*

02/08/17

TO THE FOLLOWING NAMED DEFENDANT:

EMPIRE INDEMNITY INS CO  
13810 FNB PARKWAY  
OMAHA, NE 68154-5202

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN FRANKLIN COUNTY  
COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,

BY: RANJIT RASAILY  
3385 GRENWICH STREET  
COLUMBUS, OH 43224,

PLAINTIFF(S).

A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF  
THE PLAINTIFF'S ATTORNEY IS:

DAVID A. GOLDSTEIN  
DAVID A GOLDSTEIN CO LPA  
SUITE 200  
511 S HIGH ST  
COLUMBUS, OH 43215

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S  
ATTORNEY, OR UPON THE PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY  
OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-EIGHT DAYS AFTER THE SERVICE  
OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER  
MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A  
COPY OF THE ANSWER ON THE PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED  
AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

MARYELLEN O'SHAUGHNESSY  
CLERK OF THE COMMON PLEAS  
FRANKLIN COUNTY, OHIO

BY: JOYCE A. BRAUNMAN, DEPUTY CLERK

(CIV370-803)

FILED  
COMMON PLEAS COURT  
FRANKLIN CO OHIO  
2017 FEB 10 PM 1:57  
CLERK OF COURTS-CV

E2675 - V36

FROM

MARYELLEN O'SHAUGHNESSY  
FRANKLIN COUNTY CLERK OF COURTS  
373 SOUTH HIGH STREET  
COLUMBUS, OHIO 43215-4579

CERTIFIED  
MAIL  
RECEIPT

FILED  
COMMON PLEAS COURT  
FRANKLIN CO OH  
2017 FEB 10 PM 1:53  
CLERK OF COURTS-CV

02/09/17

EMPIRE INDEMNITY INS  
13810 FNB PARKWAY  
OMAHA, NE  
68154-5202

17CV-02-1398 H

RANJIT RASAILY  
VS  
EMPIRE FIRE & MARINE

SERVICE ITEM: 01  
ORIGINAL SUMMONS

CERTIFIED  
NUMBER

9214890119 522802970452

CIV354



FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2017 FEB 27 PM 4:11  
CLERK OF COURTS-CV

Date Produced: 02/20/2017

COC

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 1952 2802 9704 69. Our records indicate that this item was delivered on 02/13/2017 at 01:09 p.m. in OMAHA, NE 68154. The scanned image of the recipient information is provided below.

Signature of Recipient :

*K. Bradley*

Address of Recipient :

13801  
FNB + VY

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

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Customer Reference Number: 6815417CV001398RASA

E2675 - S38

MARYELLEN O'SHAUGHNESSY

CLERK OF THE FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OHIO 43215  
CIVIL DIVISION

RANJIT RASAILY  
3385 GRENWICH STREET  
COLUMBUS, OH 43224,

PLAINTIFF,

VS.

EMPIRE FIRE & MARINE INSURANCE CO  
13810 FNB PARKWAY  
OMAHA, NE 68154-5202,

17CV-02-1398

CASE NUMBER

DEFENDANT.

\*\*\*\* SUMMONS \*\*\*\*

TO THE FOLLOWING NAMED DEFENDANT:

EMPIRE FIRE & MARINE INSURANCE CO  
13810 FNB PARKWAY  
OMAHA, NE 68154-5202

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COURT OF COMMON PLEAS, FRANKLIN COUNTY HALL OF JUSTICE, COLUMBUS, OHIO,

BY: RANJIT RASAILY  
3385 GRENWICH STREET  
COLUMBUS, OH 43224,

PLAINTIFF(S).

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DAVID A GOLDSTEIN CO LPA  
SUITE 200  
511 S HIGH ST  
COLUMBUS, OH 43215

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MARYELLEN O'SHAUGHNESSY  
CLERK OF THE COMMON PLEAS  
FRANKLIN COUNTY, OHIO

BY: JOYCE A. BEAUMAN, DEPUTY CLERK

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
2017 FEB 10 PM 1:57  
CLERK OF COURTS-CV

02/08/17

(CIV370-803)

E2675 - V35

FROM

MARYELLEN O'SHAUGHNESSY  
FRANKLIN COUNTY CLERK OF COURTS  
373 SOUTH HIGH STREET  
COLUMBUS, OHIO 43215-4579

C E R T I F I E D  
M A I L  
R E C E I P T

02/09/17

FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OH  
2017 FEB 10 PM 1:53  
CLERK OF COURTS-CV

EMPIRE FIRE & MARINE  
13810 FNB PARKWAY  
OMAHA, NE  
68154-5202

17CV-02-1398 H

RANJIT RASAILY  
VS  
EMPIRE FIRE & MARINE

SERVICE ITEM: 01  
ORIGINAL SUMMONS

CERTIFIED  
NUMBER

9214890119 522802970469

CIV354



FILED  
COMMON PLEAS COURT  
FRANKLIN CO. OHIO  
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Signature of Recipient :

*K. Bradley*

Address of Recipient :

*13801  
FNB + KY*

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